

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

UZOAMAKA ANYIWO,

Plaintiff,

v.

BIDDEFORD BLANKETS, INC. and TARGET  
BRANDS, INC.

Defendants.

Civil Action: \_\_\_\_\_

**COMPLAINT**

**(Jury Trial Demanded)**

1. Plaintiff Uzoamaka Anyiwo (“Ms. Anyiwo”) brings this complaint for negligence, strict products liability, breach of warranty, and violations of Chapter 93A against Defendants Biddeford Blankets, Inc. and Target Brands, Inc. (“Target”). This action relates to a dangerous and defective electric blanket that was designed, manufactured, tested, and/or sold by or through the Defendants.

**PARTIES**

2. Ms. Anyiwo is a resident of the Commonwealth of Massachusetts.

3. Biddeford Blankets, Inc. (“Biddeford Blankets”) is a Delaware Limited Liability Company with a principal place of business located at 300-302 Terrace Drive, Mundelein, Illinois.

4. Target Brands, Inc. (“Target”) is a Minnesota Business Corporation with a principal place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota.

**JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because

the matter in controversy exceeds \$75,000 and is between citizens of different states.

6. Venue is proper pursuant to 28 U.S.C. § 1391 because Ms. Anyiwo is a resident of Massachusetts.

### **FACTS**

7. At all relevant times, Biddeford Blankets was in the business of designing, manufacturing, testing, distributing, and/or selling electric blankets, including a blanket known as the “Heated Microplush Throw,” model number TC13B-1.

8. At all relevant times, Target was in the business of distributing and/or selling consumer goods including “Biddeford Blankets” electric blankets, including the “Heated Microplush Throw,” model number TC13B-1.

9. Around September of 2014, Ms. Anyiwo purchased a new Biddeford Blankets “Heated Microplush Throw,” model number TC13B-1, from a Target location in South Shore Plaza, Braintree, Massachusetts.

10. On September 14, 2015, while Ms. Anyiwo was asleep in her bed with the “Heated Microplush Throw” on top of her, the blanket caught on fire and caused her serious and permanent injuries including first and second degree burns to her feet, legs, hands, and groin.

11. As a result of the blanket catching on fire, Ms. Anyiwo suffered severe and permanent physical and emotional injuries in excess of \$75,000.

### **COUNT 1: NEGLIGENCE** **(Both Defendants)**

12. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

13. Defendants had a duty to exercise reasonable care in designing, manufacturing, marketing, labeling, packaging, and selling the Biddeford Blankets “Heated Microplush Throw.”

14. Defendants were negligent in failing to use reasonable care in designing,

manufacturing, marketing, labeling, packaging, and selling the Biddeford Blankets “Heated Microplush Throw.”

15. As a direct and proximate result of Biddeford Blankets’ negligence, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

**COUNT 2: STRICT LIABILITY – DESIGN DEFECT**  
**(Both Defendants)**

16. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

17. The Biddeford Blankets “Heated Microplush Throw” was not reasonably safe for its intended use and was defective as a matter of law with respect to its design.

18. As a direct and proximate result of said defect, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

19. Defendants are strictly liable to Ms. Anyiwo for designing, manufacturing, marketing, labeling, packaging, and selling the defective product.

**COUNT 3: STRICT LIABILITY – MANUFACTURING DEFECT**  
**(Both Defendants)**

20. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

21. The Biddeford Blankets “Heated Microplush Throw” was not reasonably safe for its intended use and was defective as a matter of law with respect to its manufacture.

22. As a direct and proximate result of said defect, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional

distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

23. Defendants are strictly liable to Ms. Anyiwo for designing, manufacturing, marketing, labeling, packaging, and selling the defective product.

**COUNT 4: STRICT LIABILITY – FAILURE TO WARN**  
**(Both Defendants)**

24. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

25. The Biddeford Blankets “Heated Microplush Throw” was not reasonably safe for its intended use and was defective as a matter of law due to its lack of necessary and appropriate warnings.

26. As a direct and proximate result of said defect, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

27. Defendants are strictly liable to Ms. Anyiwo for designing, manufacturing, marketing, labeling, packaging, and selling the defective product.

**COUNT 5: BREACH OF EXPRESS WARRANTY**  
**(Both Defendants)**

28. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

29. Defendants made assurances to the chain of distributors, retailers, and to the general public, including Ms. Anyiwo, that the Biddeford Blankets “Heated Microplush Throw” was reasonably safe, merchantable, and fit for its intended use.

30. Ms. Anyiwo reasonably relied on the Defendants’ express warranties and guarantees that the Biddeford Blankets “Heated Microplush Throw” was reasonably safe,

merchantable, and fit for its intended use.

31. Defendants breached those express warranties because the Biddeford Blankets “Heated Microplush Throw” was unreasonably dangerous and defective, contrary to the Defendants’ representations.

32. Defendants’ breaches of their express warranties resulted in Ms. Anyiwo’s use of the unreasonably dangerous and defective Biddeford Blankets “Heated Microplush Throw,” placing her safety and health in jeopardy.

33. As a direct and proximate result of Defendants’ breaches of the aforementioned express warranties, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

**COUNT 6: BREACH OF IMPLIED WARRANTY**  
**(Both Defendants)**

34. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

35. Defendants impliedly warranted that the Biddeford Blankets “Heated Microplush Throw” was merchantable and fit for the ordinary purpose for which it was intended.

36. Ms. Anyiwo and/or the chain of retailers and distributors reasonably relied on the Defendants’ implied warranties of merchantability when they purchased and used the Biddeford Blankets “Heated Microplush Throw.”

37. Defendants breached these implied warranties of merchantability because the Biddeford Blankets “Heated Microplush Throw” was neither merchantable nor suited for its intended uses as warranted.

38. Defendants’ breaches of their implied warranties of merchantability resulted in

Ms. Anyiwo's use of the unreasonably dangerous and defective Biddeford Blankets "Heated Microplush Throw," placing her safety and health in jeopardy.

39. As a direct and proximate result of Defendants' breaches of the aforementioned implied warranties, Ms. Anyiwo was caused and/or in the future will be caused to suffer severe personal injuries, pain and suffering, severe emotional distress, financial and/or economic loss, including but not limited to obligations for medical services and expenses, lost income, and other damages.

**COUNT 7: VIOLATION OF M.G.L. Ch. 93A**  
**(Both Defendants)**

40. Ms. Anyiwo incorporates the preceding paragraphs as if fully restated herein.

41. By their breach of warranties and negligence as set forth above, Defendants engaged in unfair and deceptive acts or practices within the meaning of and in violation of the provisions of Massachusetts General Laws, Chapter 93A. More specifically:

- a. Biddeford Blankets committed unfair and deceptive acts or practices by and through its design, manufacture, marketing, advertising, and sale of the "Heated Microplush Throw," in violation of the aforementioned warranties, and while and when it knew or should have known about the dangers of its product including its propensity to catch and cause fire while in use.
- b. Target committed unfair and deceptive acts or practices by and through its marketing, advertising and sale of the "Heated Microplush Throw," in violation of the aforementioned warranties, and while and when it knew or should have known about the dangers of the product including its propensity to catch and cause fire while in use.

42. As a result of their respective unfair and deceptive acts, the Defendants caused the

Plaintiff to suffer damages in violation of M.G.L. ch. 93A, and the Plaintiff is entitled to double or treble damages, costs, and attorneys' fees.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

Dated: July 13, 2018

UZOAMAKA ANYIWO

By her attorneys:

/s/ *Ned C. Lofton*

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